

STATE OF ARIZONA DEPARTMENT OF EMERGENCY AND MILITARY AFFAIRS

DEMA Procurement Office, Building #M5330 5636 East McDowell Road Phoenix, Arizona 85008-3495.

REQUEST FOR QUOTATION NUMBER: Q8-0007 (NOTE: THIS IS NOT A PURCHASE ORDER)

QUOTATION DUE DATE: 3:00 p.m., (AZ TIME), September 9, 2008

In accordance with the Arizona Procurement Code, A.R.S. Title 41, Chapter 23, competitive sealed quotations for the material or service specified will be received by the Department of Emergency and Military Affairs, Purchasing and Contracting Office (State), until the date and time cited.

A FAXED OFFER IS ACCEPTABLE. FAX YOUR OFFER TO (602) 267-2576 OR DELIVER YOUR OFFER TO: AZ DEMA Procurement Office, Attention: Corry Slama, 5636 E. McDowell Rd., Building #M5330, Phoenix, AZ 85008.

All offers must be in the possession of the Department Procurement Office (State) on, or prior to, the due date and time. Except as provided in the Arizona Procurement Code, late offers will not be considered.

MATERIAL/SERVICE OR PROJECT LOCATION: Demolition of Buildings M5222, M5219 and M5226.

SPECIFICATIONS/SCOPE OF WORK: Furnish all labor, supplies, material, applicable taxes, transportation and services in accordance with the attached scope of work required to: Demolish Buildings M5222, M5219 and M5226.

SITE VISIT: A site visit may be arranged by contacting Chris Moehr, 602-267-2727.

PROCUREMENT RELATED QUESTIONS SHALL BE DIRECTED TO:

CHIEF PROCUREMENT OFFICER: CORRY SLAMA; TELEPHONE: 602-267-2765; FAX: 602-267-2576

TECHNICAL QUESTIONS REGARDING THE SCOPE/STATEMENT OF WORK SHALL BE DIRECTED TO:

PROJECT MANAGER: CHRIS MOEHR: TELEPHONE: 602-267-2771

SOLICITATION ISSUE DATE: August 27, 2008

It is the responsibility of the firm submitting an offer to fully understand all terms and conditions referenced in this solicitation. The award will be made to the lowest, responsive, responsible bidder. All pricing must be FOB Destination, Freight Pre-Paid. Quotations are due at the Department of Emergency & Military Affairs, Purchasing and Contracting Office, 5636 E. McDowell Rd. Bldg. #M5330, Phoenix, AZ 85008-3495 by the due date and time. A FAXED QUOTATION IS ACCEPTABLE ALTERNATIVELY, A HARDCOPY OF THE OFFER AND APPLICABLE DOCUMENTS SHALL BE DELIVERED TO: 5636 E. McDowell Rd., Building #M5330, Phoenix, AZ 85008.

072108

ATTACHMENT A - PRICING

Unit Price

Extended

REQUEST FOR QUOTATION NUMBER: Q8-0007, Demolish Buildings M5222, M5219 and M5226

Description

QTY

Typed Name and Title

Line Item

Line item	QIY				Price
1	1	Base Bid, Demolish Build	ding M5222	\$	\$
2	1			\$	\$
3	1	Base Bid, Demolish Build	ding M5219	\$	\$
	•	Base Bid, Demolish Build	ding M5226	*	•
4	1			\$	\$
5				\$	\$
				Subtotal:	\$
				Tax:	\$
				Delivery:	\$
				TOTAL:	
DELIVERY	/ SCHE	EDULE:			
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If payment shall be dissipated by the shall be d	t is made scounted sc	Street Street Street Street OYER IDE NTIFICATION N OF CONTRACTORS (ROC that I have read, received, at acceptance by the State at a binding Contract. I ages and Regulations, and a made a part of this specific	City FAX NUMBER: EGE TAX LICENSE NO.:	State State all terms and amendments offer by the issuance of the issuance o	ents of the request of a Purchase Orde set forth in the Ariza

ATTACHMENT B – (Mandatory Submission Requirement) SMALL, WOMAN-OWNED AND/OR MINORITY-OWNED BUSINESSES CERTIFICATION

Executive Order 2004-29 requires all State of Arizona agencies to track and report solicitations distributed and awarded to Small, Woman-Owned and/or Minority-Owned firms.

A small business is one that, including its affiliates, is independently owned and operated, is not dominant in the type of business it conducts, and employs fewer than 100 employees OR has less than \$4 million in annual sales. To qualify as a minority or women-owned business, the firm must be at least 51% minority or woman owned.

When practical, purchases/contracts less than \$50,000 will be made from small businesses.

When practical, purchases/contracts less than \$50,000 will be made from and/or awarded to small businesses.

O 13.0 Woman Owned Business (WOB)

CHECK THE APPROPRIATE CLASSIFICATION APPLICABLE TO YOUR FIRM:

1.0 Small Business (SB)

O 2.0 Small Business- African American (SBAA)

 3.0 Small Business - Asian (SBA) 4.0 Small Business - Hispanic (SBH) 5.0 Small Business - Native American (SBNA) 6.0 Small Business - Other (SBO) 7.0 Small, Woman Owned Bus. (SWOB) 8.0 Small, Woman Owned Bus African American (SWOBAA) 9.0 Small, Woman Owned Bus Asian (SWOBA) 10.0 Small, Woman Owned Bus. Hispanic (SWOBH) 11.0 Small, Woman Owned Bus. Native American (SWOBNA) 12.0 Small, Woman Owned Bus. Other (SWOBO) 24.00 (NONE) 	 14.0 Woman Owned Bus. African American (WOBAA) 15.0 Woman Owned Bus. Asian (WOBA) 16.0 Woman Owned Bus. Hispanic (WOBH) 17.0 Woman Owned Bus. Native American (WOBNA) 18.0 Woman Owned Bus. Other (WOBO) 19.0 Minority Owned Bus. African American (MAA) 20.0 Minority Owned Bus. Asian (MA) 21.0 Minority Owned Bus. Hispanic (MHA) 22.0 Minority Owned Bus. Native American (NA) 23.0 Minority Owned Bus. Other (MO)
None of these categories is applicable and firm does not qualify as	either a Small, Woman, or Minority-Owned firm.
Company Name:Address:	
Addicas.	
City: State:	Zip Code
I hereby certify that small business with less than 100 employees and/or less than \$	_ (Firm/Company Name) o is or o is not (check one) a 4 million in annual sales.
Signature	Date
I hereby certify that o Minority and/or o Women (check one or both) owned busines Governor Napolitano.	_ (Firm/Company Name) o is or o is not (check one) a ss in accordance with Executive Order 2004-29 issued by
Governor Napolitano.	

INSTRUCTIONS TO OFFERORS

- 1. **Submission.** Each offer shall be signed and received in the Department of Emergency and Military Affairs Procurement Office (State) by the date and time indicated. Erasures, interlineations or other modifications in the offer must be acknowledged (i.e. initialed) by the person signing the offer.
- 2. **Offer Waiver and Rejection.** Notwithstanding any other provision of this solicitation, the Department expressly reserves the right to:
 - **a.** Waive any immaterial defect or informality; or
 - **b.** Reject any or all quotations, or portions thereof, or
 - **c.** Reissue a Request for quotation/estimate.
- 3. Taxes. The State will pay any applicable State of Arizona transaction privilege tax and any other applicable state or local taxes on the services rendered or products supplied. No payment shall be made for any personal property taxes levied on vendor or any taxes levied on employee's wages. Applicable taxes must be shown separately on any invoice submitted for payment and such sums shall be due and payable to vendor upon delivery. If your firm is claiming a tax exemption, a valid tax exemption certificate (copy) and certificate number must be provided with your quote.
- 4. **Award of Contract.** Unless the Bidder states otherwise, or unless otherwise provided within this solicitation, the State reserves the right to award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to the State.
 - A response to this solicitation is an offer to contract with the State based upon the terms, conditions and specifications contained herein. An offer does not become a contract unless an authorized procurement officer accepts it in writing.
- 5. **Americans with Disabilities Act.** People with disabilities may request special accommodations such as interpreters, alternative formats, or assistance with physical accessibility. Requests for special accommodations must be made seventy-two (72) hours prior to quote due date. If you require accommodations, please contact the Buyer, as stated on the front page of this package.
- 6. **Incorporation by Reference.** The following documents shall apply to all work under this solicitation and are hereby incorporated herein by reference:
 - a. Uniform Instructions to Offerors (Version 7.1, Dated 05/01/03)
 - b. Uniform General Terms and Conditions (Version 7.0, Dated 05/01/03)

A copy of these documents can be obtained by visiting the Arizona Department of Emergency and Military Affairs Procurement Office, by calling 602-267-2699 or from the following url: http://www.azdoa.gov/spo/procurement-documents/procurements/procurement

- 7. **Offer Acceptance Period:** Any Offeror submitting an offer under this Solicitation shall hold its offer open for a period of sixty (60) days after the solicitation due date.
- 8. **Contractor License.** Each Offeror must be properly licensed to perform all work covered by this solicitation in accordance with the laws of the State of Arizona. Proof of licensure may be requested by the State prior to contract award.
- 9. **Notice to Proceed.** The Department of Emergency and Military Affairs will issue a written Notice to Proceed or executed Purchase Order for the material or service covered under this agreement. The firm(s) awarded the contract as a result of this solicitation are not authorized to proceed until after having received a signed purchase order or formal written Notice to Proceed.
- 10. **Completion Time.** The scope of this agreement and/or final delivery shall be completed within thirty (30) calendar days from the date of the Notice To Proceed.
- 11. **Post Award Conference.** After award of this agreement, the Contractor may be required to participate in a post award meeting for the purpose of ensuring a complete understanding of the requirements of the contract. This meeting will be arranged by the department procurement officer or designated representative.

12. Indemnification and Insurance Requirements

INDEMNIFICATION CLAUSE:

Contractor shall indemnify, defend, save and hold harmless the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the State of Arizona.

This indemnity shall not apply if the contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

INSURANCE REQUIREMENTS:

Contractor and subcontractors shall procure and maintain, until all of their obligations, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

- A. MINIMUM SCOPE AND LIMITS OF INSURANCE: Contractor shall provide coverage with limits of liability not less than those stated below.
- 1. Commercial General Liability Occurrence Form

Policy shall include bodily injury, property damage, personal injury and broad form contractual liability and XCU coverage.

•	General Aggregate	\$1	,000,000
•	Products – Completed Operations Aggregate	\$	500,000
•	Personal and Advertising Injury	\$	500,000
•	Each Occurrence	\$	500,000
•	Blanket Contractual Liability – Written and Oral	\$	500,000
•	Fire Damage (Any one fire)	\$	500,000

- a. The policy shall be endorsed to include the following additional insured language: "The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor."
- b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- 2. Business Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)

\$ 500.000

- a. The policy shall be endorsed to include the following additional insured language: "The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor."
- b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- 3. Worker's Compensation and Employers' Liability

Workers' Compensation Statutory

Employers' Liability
Each Accident \$ 100,000

Each Accident \$ 100,000 Disease – Each Employee \$ 100,000 Disease – Policy Limit \$ 100,000

- a. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.
- 4. Installation Floater

In an amount equal to the initial Contract Amount plus additional coverage equal to contract amount for all subsequent change orders.

- a. The State of Arizona, Contractor, subcontractor and any others with an insurable interest in the work shall be Named Insureds on the policy.
- b. Coverage shall be written on an all risk, replacement cost basis and shall include coverage for flood and earth movement as well as coverage for losses that may occur during equipment testing.
- c. Policy shall be maintained until whichever of the following shall first occur: (1) final payment has been made; or, (2) until no person or entity, other than the State of Arizona, has an insurable interest in the property required to be covered.
- d. Policy shall be endorsed such that the insurance shall not be canceled or lapse because of any partial use or occupancy by the State of Arizona.
- e. The Installation Floater must provide coverage from the time the equipment/material becomes the responsibility of the Contractor and shall continue without interruption during the installation, including any time during which the equipment/material is being transported to the installation site, or awaiting installation, whether on or off site.
- f. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by the Contractor for the State of Arizona.
- g. Contractor is responsible for the payment of all deductibles under the Installation Floater policy.
- B. ADDITIONAL INSURANCE REQUIREMENTS: The policies shall include, or be endorsed to include, the following provisions:
- 1. The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees wherever additional insured status is required such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.
- 2. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
- 3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

- C. NOTICE OF CANCELLATION: Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to (State of Arizona Department Representative's Name & Address) and shall be sent by certified mail, return receipt requested.
- D. ACCEPTABILITY OF INSURERS: Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. VERIFICATION OF COVERAGE: Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to (State of Arizona Department Representative's Name and Address). The State of Arizona project/contract number and project description are to be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION.

- F. SUBCONTRACTORS: Contractors' certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the State of Arizona separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
- G. APPROVAL: Any modification or variation from the insurance requirements in this Contract shall be made by the Department of Administration, Risk Management Section, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.
- H. EXCEPTIONS: In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.
- 13. **Termination.** The DEMA Procurement Office reserves the right to terminate this agreement for convenience without penalty or recourse by giving thirty (30) days prior written notice to the Contractor. In the event DEMA exercises this provision, all documents, data, and reports prepared by the Contractor under this agreement shall become the property of the State of Arizona (at the option of the DEMA Procurement Office). The Contractor shall be entitled to receive just and equitable compensation for the work completed to the effective date of the termination.
- 14. **Arbitration.** After exhausting all applicable administrative review procedures, to the extent required by A.R.S. 12-1518 except as may be required by other applicable statutes, the parties to this agreement shall resolve all disputes arising out of or relating to this agreement through arbitration.
- 15. **Discounts.** Payment discount periods shall be computed from the date of receipt of material/service or correct invoice, whichever is later, to the date the State's warrant is mailed. Unless freight and other charges are itemized, any discount provided shall be taken on full amount of invoice. Payment discounts of thirty (30) calendar days or more shall be deducted from the quotation price in determining the low quotation. The State shall be entitled to take advantage of any payment discount offered by the Vendor provided payment is made within the discount period.
- 16. **Offshore Performance of Work Prohibited.** Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to

secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or "overhead" services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers. Offerors shall declare all anticipated offshore services in their quotation or proposal.

17. **Federal Immigration Laws, Compliance by State Contractors.** By signing the Offer the Offeror warrants that it and all proposed subcontractors are in compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The Offeror shall obtain statements from all proposed subcontractors certifying compliance with this requirement and shall furnish the statements to the Procurement Officer upon request.

By entering into the Contract, the Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The Contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the Contract. I-9 forms are available for download at USCIS.GOV.

The State may request verification of compliance for any Contractor or subcontractor performing work under the Contract. Should the State suspect find or that the Contractor or any of its subcontractors are not in compliance, the State may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance is the responsibility of the Contractor.

18. **Small Business.** In accordance with Executive Order 2004-29 and Rule R2-7-D302.B (Small Business Set Aside) of the Arizona Procurement Code, this request for quotation is restricted to small, woman-owned and/or minority-owned businesses <u>unless a firm qualifying as such does not respond</u> to this solicitation. Businesses qualifying as such must self certify their status as such by filling out and completing ATTACHMENT B (SMALL, WOMAN-OWNED AND/OR MINORITY-OWNED BUSINESSES CERTIFICATION).

SCOPE OF WORK

State of Arizona Department of Emergency and Military Affairs Facilities Management Office

PROJECT

Demolition of Buildings M5222 , M5219 and M5226

LOCATION

PPMR 5636 East McDowell Rd. Phoenix, Az. 85008

DATE

August 27, 2008

FMO FILE NUMBER

040280

PROJECT DIRECTORY

Owner: Arizona Department of Emergency and Military Affairs

5636 E. McDowell Road Phoenix, Arizona 85008-3495

Facilities LTC Steven Smith

Management Facilities Management Office

Officer: Building M5330 (602) 267-2771

Deputy Mrs. Jeanne Blaes

Facilities Facilities Management Office

Management Building M5330 Officer: (602) 267-2830

Engineering Russell Carter

Services Facilities Management Office

Supervisor Building M5330 (602) 267-2690

Point of Mr. Chris Moehr

Contact: Facilities Management Office

Building M5330 (602) 267-2727

On-Site Mr. Chris Moehr

Contact: Facilities Management Office

Building M5330 (602) 267-2727

Purchasing Corry Slama

Director: DEMA Purchasing and Contracting

Building M5330 (602) 267-2765

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Barriers

- Applicable Codes
- 4.0 **Environmental Awareness**

SPECIFICATIONS

PART 1 GENERAL REQUIREMENTS

1.0 SUMMARY OF WORK:

- 1.1 Provide materials, labor, taxes, and equipment as specified under a firm fixed fee.
 - **1.1.1 Base Bid:** Contractor shall provide all services necessary to completely remove buildings M5222, M5219, M5226 in their entirety. This includes demolition, removal and disposal of any additional regulatory and non-regulatory building materials to include the concrete foundation and slab.

The Removal and Disposal shall meet all applicable standards and regulatory agency requirements, including, but not limited to:

NESHAP

EPA

DOT

ADEQ

OSHA

Conduct demolition operations and remove debris to ensure minimum interference with roads and streets. Contractor shall not close or obstruct roads or streets or runways without permission from the Purchasing Officers Representative. Conduct demolition operations to prevent injury to people and damage to other buildings excluded from this scope. Ensure safe passage of people around selective demolition area.

Demolish and remove existing construction only to the extent required to remove the buildings and its foundation and slab. After removal of the old foundation and slab, all subsurface earth shall be leveled to (+-) plus or minus 2" of variation in elevation, and raked free of debris. Compaction is not required

Dust permits shall be required for this demolition. Contractor is responsible for obtaining any such permits.

Contractor shall be responsible for making sure all utilities are shut off, capped and marked at ground level or grade.

1.2 Scheduling:

- 1.2.1 A pre-construction/pre-demolition meeting shall be coordinated between the Owner (DEMA) and the Contractor at the time of the Award of Contract.
- 1.2.2 Perform work to accommodate Owner's occupancy requirements during the construction period; coordinate construction schedule and operations with Owner and other Contractors on the site.
- 1.2.3 The Contractor shall prepare and submit for the Owner's information, an estimated progress schedule.
- 1.2.4 The progress schedule shall be related to the entire project to the extent required by the Contract Documents.
- 1.2.5 The progress schedule shall be delivered to the Owner not later than three (7) days prior to start of construction/demolition.

1.3 Inspection:

- 1.3.1 All work will be inspected by Point of Contact (POC) and/or Owner's construction inspector during progress and upon completion of work. Owner will have an independent testing laboratory check for compaction density's on subgrade and paving.
- 1.3.2 The POC shall be given three (7) days notice before work begins.
- 1.3.3 Final payment will not be approved until the POC certifies that work was accomplished in accordance with this Scope of Work.

1.4 Traffic Control:

1.4.1 The Contractor shall be responsible for the control of all traffic in the work area and for the placement of traffic barriers as needed.

2.0 APPLICABLE CODES

2.1 The Contractor shall obtain and comply with all local permits and regional and state regulations. Local permits are not required due to being on Arizona Army National Guard property; however, compliance with all applicable local building codes is mandatory.

3.0 BARRIERS

3.1 The Contractor shall provide and maintain all fences, barricades, light and other protective structures or devices necessary for the safety of workmen, equipment, the public and property as required by Federal, State, County or Municipal Laws and Regulations, Local Ordinances, Laws and other requirements of authorities having jurisdiction with regard to safety precautions, operations and fire hazards.

4.0 ENVIRONMENTAL AWARNESS

- 4.1 The Contractor shall diligently attempt to use products that are environmentally "friendly".
- 4.2 If the Contractor is unable to provide environmentally "friendly" products, he shall submit to the Owner at the start of work, a list of those products considered "unfriendly" along with their Material Safety Data Sheets (MSDS's).
- 4.3 Characteristics of environmentally "unfriendly" products consist of, but are not necessarily limited to, the following:
 - 4.3.1 Ignitability flashpoint of less than 140 degrees F (60 degrees C).
 - 4.3.2 Corrosivity pH less than or equal to 2, or greater than or equal to 12.5.
 - 4.3.3 Reactivity reacts violently with water or generates toxic gases, vapors, or fumes when mixed with water.
 - 4.3.4 Toxicity any product that may create waste in quantities exceeding those in Table 1 of 40 CFR 261.24.
 - 4.3.5 Toxic Release Inventory (TRI) any product that appears on the list prepared by the EPA.

END OF SCOPE